

Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
1010	AMENDMENT		10614/106	01/07/2000	0.00
Property-Street Address and/or Description					
SEE 3555-128					
Grantors					
HILLTOP ESTATES CONDOMINIUM, HILLTOP ESTATES ASSOCIATION, HILLTOP ESTATES CONDOMINIUM TRUST					
Grantees					
References-Book/Pg Description Recorded Year					
03555/128 MD 1986					
Registered Land Certificate(s)-Cert# Book/Pg					

**HILLTOP ESTATES CONDOMINIUM
AUGUST, 1999, AMENDMENT TO RULES AND REGULATIONS
(Signature Page)**

We, the undersigned, being a majority of the ^{MANAGERS} ~~Directors~~ of the Hilltop Estates Condominium Trust, established by Master Deed dated June 17, 1986, and recorded with the Middlesex North District Registry of Deeds at Book 3555, Page 128, and the Hilltop Estates Condominium Declaration of Trust, recorded with said Registry of Deeds at Book 3555, Page 155, hereby amend the Hilltop Estates Condominium Rules and Regulations annexed to the Hilltop Estates Condominium Trust, by substituting as an entire replacement, the following:

Anne Gagnon *Anne Marie Gagnon* signature Date: 11/16/99

Lynne Perry *Lynne Perry* signature Date: 11/16/99

Elizabeth Tousignant *Elizabeth Tousignant* signature Date: 11/16/99

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

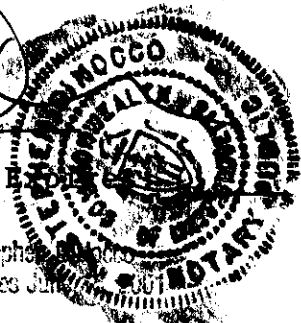
DECEMBER 1, 1999

The above named, Anne Marie Gagnon, Lynne Perry and Elizabeth Tousignant ~~Trustees~~ of the Hilltop Estates Condominium Trust, and acknowledged the forgoing to be their free act and deed.

MARGINAL REFERENCE REQUESTED

PK 3555 PG 128 DOC TYPE MAS Deed

Stephen J. Mocco
Notary Public
My Commission Expires
Notary Public / Stephen J. Mocco
My Commission Expires June 30, 2001



01/07/2000 02:43:16 1010 14.00 6

HILLTOP ESTATES CONDOMINIUM

RULES AND REGULATIONS

Revised: August 4, 1999

These Rules and Regulations are adopted for the benefit of owners of units, and/or their tenants, at Hilltop Estates Condominium (the "Condominium"). They are intended to contribute to preserving a clean, attractive environment, and to assuring the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere, restrict, or burden the use of the property.

All residents and guests are expected to abide by these Rules and Regulations which are meant to supplement the provisions of the Master Deed and Condominium by-laws set forth in Exhibit B to the Master Deed for the Condominium.

Unit Owners will be held responsible for the actions of their family members, tenants, guests, and invitees.

The Directors, or their Agent, will enforce these Rules and Regulations as listed below.

A fine of **\$25.00** will be charged to Unit Owners, if they, or their tenants, violate the rules, unless a different fine is provided herein for any violations of a particular Rule or Regulation.

Notification of Rules and Regulations violations will be completed under the following scenario, unless a different procedure is specified herein for violation of any particular Rule or Regulation.

1. First Time: Warning letter will be sent to the Unit Owner via certified mail, return receipt requested.
2. Second time: \$25.00 Fine, and an additional \$25.00 for each time thereafter.

In these Rules and Regulations, the words "common areas and facilities", "Unit", and "Unit Owners" shall have the meaning given to these terms in the Master Deed and the By-Laws for Hilltop Estates Condominium. Wherever in these Rules and Regulations the words "Director(s)" or "Board of Directors" appear, they shall be deemed to refer to the terms "Manager(s)" or "Board of Managers;" the words "Hilltop Estates Condominium Trust" shall refer to the "Hilltop Estates Condominium Association;" and the words "Declaration of Trust" shall refer to the "By-laws of the Hilltop Estates Condominium."

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RULES AND REGULATIONS

1. **ADDITIONS TO EXTERIOR OF THE BUILDING:** Changes affecting the appearance of the Exterior of the building such as skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens, enclosures, or other changes shall be made only with the written consent of the Directors of the Hilltop Estates Condominium Association ("the Directors").
2. **NOISE/RADIOS/STEREOS/MUSICAL INSTRUMENTS:** Owners, guests, and renters will be expected to reduce noise levels after 11:00 P.M. so that neighbors are not disturbed. At no time are musical instruments, radios, or televisions to be so loud as to become a nuisance.
3. **LITTERING:** There will be no littering. Paper, cans, bottles, cigarette butts and other trash are to be disposed of only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the ground or other common areas and facilities of the Condominium.
4. **OUTDOOR EQUIPMENT AND RECREATIONAL EQUIPMENT:** Cooking equipment, lawn furniture, bicycles, wheeled vehicles, recreational equipment, and personal articles and equipment shall not be left outside the Unit; except for the appropriate seasonal use of furniture associated with open air patios, balconies, and the like, which pertains to a Unit. When used outside, such items shall be maintained, limited to the amount required for everyday use, and allocated in such fashion as to meet safety and aesthetic standards as established by the Directors from time to time.
5. **BALCONIES/ DECKS:** In consideration of the neighbors around you, your patios and balconies must be kept neat, clean, and orderly. They should be used only for patio furniture, plants, and flowers. They should not be used for storage under any circumstances. No swings, hammocks, or hanging chairs are to be attached to the decks. No clothing, linens, or similar materials shall be hung, or otherwise left or placed, in or on the common areas and facilities. No such articles shall be placed in a Unit so as to be exposed to public view. No Unit Owner shall hang laundry, rugs, drapes, and the like, outside of a Unit. Birdfeeders and flower boxes will be allowed. Such items will be limited to seasonal use and must, be maintained in an aesthetically pleasing fashion. Plant hangers must be attached to solid cross beams and removed when the plants have died or during the winter months. **Fire escape routes on the deck must be kept open. They are for EMERGENCY USE ONLY.**
6. **GAS GRILLS:** Propane tanks are allowed only on ground level patio areas pursuant to Massachusetts State Law.

Fine: First Time: No Wamirig - propane tanks on the balcony of any floor except ground level patios, will be immediately removed by management.

Second and Subsequent Time(s): \$100.00 fine plus immediate removal and confiscation of the propane tank.

7. **COMMON AREA HALLWAYS:** Storage of any personal belongings in any of the common areas is prohibited. No personal property shall be left in the common area hallways when not in use. This includes and is not limited to the following items: bicycles, carriages, wheeled apparatus of any type, roller blades, car seats, etc.
8. **MOTOR VEHICLES /MOTORCYCLES / SPEED LIMIT:** Registered cars and motorcycles **MUST** be parked in your designated parking space in the parking lot. At no time will any motor vehicle be driven or parked on the lawns. Unless otherwise posted by the Directors, the speed limit on all streets and drives within the Condominium shall be five (5) MPH. No unmuffled or inadequately muffled vehicles will be operated within the confines of the Condominium because of noise nuisance and operating hazard in the limited space available. Vehicles exceeding one (1) ton, except pick ups and vans, are not permitted to be parked at Hilltop Estates Condominium.
9. **UNREGISTERED VEHICLES:** Unregistered vehicles will not be allowed within the confines of the Condominium unless appropriate, temporary storage arrangements have been approved by the Directors.
10. **UNAUTHORIZED VEHICLES:** Disabled vehicles, meaning the vehicle cannot be moved under its own power or that it is damaged too much to be driven on the streets, are prohibited.
11. **CAMPER, TRAILER, BOAT, ETC., STORAGE:** Trucks, or similar heavy duty vehicles, snowmobiles, boats, utility trailers, boat trailers, or camping trailers will not be allowed within the confines of the Condominium unless appropriate, temporary or permanent, as the case may be, storage arrangements have been approved by the Directors. This prohibition includes the overnight storage of such vehicles and equipment.
12. **PARKING SPACES:** Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the rights of other Owners and their tenants to the appropriate use of parking spaces. Repairing or servicing of vehicles within the parking areas is prohibited. Vehicles parked in **NO PARKING** areas will be fined and towed at the owner's expense.
13. **BICYCLES/ ROLLERBLADING:** There is a bicycle rack on the complex for your bicycle storage. Bicycles are not permitted to be left beside front steps, in hallways, or on the lawns at any time. Bicycles can be stored on patios/balconies but cannot be chained to the deck stairways. Bicycle riding and rollerblading is prohibited in the parking area. Unit owners and tenants shall be responsible for supervising their own family members.
14. **HOUSEHOLD PETS:** No dogs, cats, or other animals may be kept in the Unit without the prior written consent of the Directors. The Directors may require any Unit Owner not to bring a pet on

common areas which the Directors, in their sole judgment, determine unreasonably interferes with the use of the common areas by other Unit Owners. Any animal in the common area must be supervised at all times and under the control of a responsible person. If a pet creates excessive noise or in any way creates a disturbance or unpleasantness, the Directors may revoke their consent and request that the pet be removed from the Condominium and the owner of the pet shall immediately comply with such request. No pet shall be allowed to relieve itself on walks or paved streets. All pet owners are responsible for the clean up and/or damages to the common areas, which include all back yard grounds, grass areas coming down driveways, and grass islands in parking areas. Each Owner shall hold the Directors and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of his/her pet(s) within the Condominium.

15. **OUTSIDE ACTIVITIES:** There shall be no organized sports activities, picnicking, or fires excepting in areas approved by the Directors.
16. **OFFENSIVE ACTIVITIES:** No Owner may use or maintain his Unit or the Common Area appurtenant thereto for any purpose or in any manner which is contrary to any present or future applicable law, rule, regulation or requirement of any governmental authority, which may constitute a nuisance or be offensive, extra-hazardous or disreputable, which could cause injury to the Condominium or any part thereof; or which would in any way render void or voidable or otherwise impair the coverage or increase the rate of any insurance on the Condominium. No Unit Owner shall either make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, renters, or licensees, or permit anything to be done by such persons which will interfere with the rights, comfort, or convenience of other Unit Owners.
17. **ABUSE OF MECHANICAL SYSTEM:** The Directors may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium, caused by such Unit Owner by misuse of those systems.
18. **SIGNS:** Unit Owners may neither display "FOR SALE" or "FOR RENT" signs in windows of their Units nor may the Owners of Units place window displays or advertising in windows of such Units.
19. **IMPROVEMENTS TO COMMON AREAS AND FACILITIES:** Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Directors, or in other cases, only after written permission of the Directors has been obtained.
20. **IMPROPER USE OF COMMON AREAS AND FACILITIES:** There shall be no use of the Common Areas and Facilities which injures or scars them or the planting thereon of gardens, shrubs, and the like which will increase the maintenance thereof, or causes embarrassment, disturbance, or annoyance to the owners in the enjoyment of the Condominium.

21. **PROPER MAINTENANCE OF UNITS:** Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or other substance from the doors or windows thereof. The toilets, sinks and other plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed, and no sweeping, rubbish, rags, paper, or other substances shall be thrown therein. Any damage to plumbing systems of the building resulting from such misuse shall be paid for by the Unit Owner who causes it.
22. **GUESTS:** Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Directors shall have the right to request that the guest leave. Responsibility for such supervisions shall rest with any Owner who is the host of such guests.
23. **6D CERTIFICATES:** Prior to the sale of a unit, a Unit Owner should obtain a 6D Certificate from the management company. Ten (10) days notice is required to have the 6D prepared. Should there be an outstanding balance, the balance must be paid by money order or certified check or it will become the obligation of the new owner and should be referenced in the closing documents.
24. **RENTAL UNITS:** Any Owner that will be renting their Unit, must notify the management company in writing. A copy of the rental lease is required. Owners are responsible for supplying tenants with copies of the Rules and Regulations with the Lease and obligate the tenants to comply with these provisions.
25. **EFFECT ON INSURANCE:** No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Directors of the Condominium, or in any increase in the cost of such insurance, except that, uses resulting in increase in premiums may be made by specific arrangements with the Directors providing for the payment of such increased insurance costs by the Unit Owner concerned.
26. **NAMEPLATES:** Unit Owners may place their name only in such places outside the Unit as may be provided for by the Directors.
27. **SECURITY:** The names of all unit occupants must be registered with the Hilltop Estates Condominium office for safety and security reasons. Security doors are provided for safety and protection and are not to be left open.
28. **UNIT OWNER LIABILITY:** Each Unit Owner assumes responsibility for the actions and conduct of the Unit Owner's family, servants, employees, agents, visitors, licensees, and renters. Each Unit Owner shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the Directors' enforcement of these Rules and Regulations. The imposition of fines by the Directors is in addition to, and in no way restricting, rights granted in the Master Deed and the Declaration of Trust. Unit Owners receiving a warning letter or fine may request in writing to have it reviewed by the Directors at the Directors' next scheduled monthly meeting.

29. **DELEGATION OF POWERS:** The Directors or their Agent shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.
30. **AMENDMENTS:** These Rules and Regulations may be revised in any way at any time by the Directors as conditions warrant. A written communication will be sent to each Owner advising them of the change.
31. **COMPLAINTS:** Complaints of violations of these Rules and Regulations should be made in writing to the management company. If the Directors or their Agent determine that a violation exists, they will take appropriate action. The complainant will be notified in writing by the Directors as to what action has been taken. Each day a violation exists, after the violator has been notified of the violation, shall be construed as a separate offense and is subject to a fine. Fines will continue for each day the violation exists.

Management Company Address:

Diversified Funding Incorporated
Attn.: Lisa L. Allis, Property Manager
39 Farrwood Avenue, Unit #1
North Andover, MA 01845
Telephone Number: (978) 686-4800